

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

*
*
*
*

AMTEK, INC.

* DOCKET NO. AHD-WP-94005

ENFORCEMENT TRACKING NO.

*

WE-P-93-0296

* DIVISION "C"

PROCEEDINGS UNDER THE LOUISIANA *

ENVIRONMENTAL QUALITY ACT *

La. R.S. 30:2001, et seq. *

SETTLEMENT

The following Settlement is hereby agreed to between Mr. Robert Case d/b/a Amtek, Inc. (Respondent) and the Department of Environmental Quality, (Department), under authority granted by the Louisiana Environmental Quality Act, LSA- R.S. 30:2001, et. seq., (the "Act").

I.

Respondent operates and/or operated a truck/equipment wash facility located at 13021 South Choctaw, Baton Rouge, East Baton Rouge Parish, Louisiana.

II.

The allegations which form the basis of the enforcement action(s) are:

- A. Investigation by employees of the Department on or about May 20, 1992, revealed that the Respondent caused or allowed the unauthorized discharge of

wastewater and used oil from a wash rack sump located at the truck/equipment wash area of the Respondent's facility. The discharge flowed into a canal adjacent to the Respondent's facility. This canal is located approximately one-quarter (0.25) mile west of Flannery Road and constitutes waters of the state. The results of analyses of sediment material collected from the sump on or about May 20, 1992, are set forth in Paragraph II of Penalty Notice No. WE-P-93-0296. This unauthorized discharge constitutes a violation of La. R.S. 30:2075, La. R.S. 30:2076(A)(1)(a), La. R.S. 30:2417(E)(2), and LAC 33:IX.301.B.1.

- B. Further investigation by employees of the Department on or about May 20, 1992, revealed that the Respondent owns or owned a diesel fuel tank with an approximate capacity of one-thousand (1,000) gallons. This tank is located at the Respondent's facility and does not have the required secondary containment. Respondent's failure to develop and/or implement a Spill Prevention and Control (SPC) Plan is in violation of La. R.S. 30:2076(A)(3) and LAC 33:IX.905.A.
- C. As a result of the above violations, on or about October 1, 1992, Compliance Order WE-C-92-0254 was issued to Respondent with six mandates described in Paragraph IV of Penalty Notice No. WE-P-93-0296. Compliance Order WE-C-92-0254 was not appealed and is a final action of the Department.
- D. On or about November 5, 1992, the Respondent met with employees of the Department in an informal enforcement meeting. In the meeting, the Respondent agreed to comply with the terms and conditions of Compliance Order WE-C-92-0254.
- E. Paragraphs VI through X of Penalty Notice No. WE-P-93-0296 record Respondent's attempts to comply with Compliance Order WE-C-92-0254 and the Department's attempts to achieve compliance with that same document.
- F. Investigation by employees of the Department on or

about September 9, 1993, revealed that the Respondent was continuing to operate his truck/equipment was facility. The Respondent continued to cause or allow unauthorized discharges from the facility in violation of La. R.S. 30:2075, La. R.S. 30:2076(A)(1)(a), and LAC 33:IX.301.B.1.

G. As of the date of issuance of Penalty Notice No. WE-P-93-0296, the Department had not received an LWDPs Permit application, an SPC Plan, or monitoring results for discharges occurring at the Respondent's facility. This information is required by Compliance Order WE-C-92-0254. In addition, the Respondent failed to submit a gross revenue statement as requested by certified letter #P-389-276-144.

III.

On December 23, 1993, a Penalty Notice in the amount of \$9,520.00 was issued to Respondent and, in response thereto, Respondent made a timely request for a hearing.

IV.

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

V.

Nonetheless, the Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS in settlement of the claims set forth in this agreement. Respondent further agrees that the Department may consider the inspection reports, the Penalty Notice, and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department and

in any such action the Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VI.

This agreement shall be considered a final order of the secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any right to administrative or judicial review of the terms of this agreement.

VII.

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in La. R. S. 30:2025(E) of the Act.

VIII.

The Respondent has caused a public notice advertisement to be placed in The Advocate, the official journal of the parish governing authority of East Baton Rouge Parish. The advertisement, in form, wording, and size approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted a proof-of-publication affidavit to the

Department and, as of the date this Settlement, is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

IX.

Payment is to be made within thirty (30) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department. Penalties are to be made payable to the Department of Environmental Quality and mailed to the attention of Darryl Serio, Office of Management and Finance, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303.

X.

Interest accrues at the rate of one and one-half percent per month on all amounts not paid timely in accordance with this agreement. If the Department brings suit to enforce the terms of this agreement, it shall be entitled to recover all reasonable costs in connection with the suit, including attorney's fees.

XI.

In consideration of the above, the claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

WITNESSES:

[Signature]
Michelle Brady

RESPONDENT

BY:

[Signature]

TITLE:

PRESIDENT

THUS DONE AND SIGNED before me this 17th day of

Oct.

, 2003, in

E.B.R., LA.

[Signature]
NOTARY PUBLIC

WITNESSES:

[Signature]

[Signature]

STATE OF LOUISIANA

L. Hall Bohlinger, Secretary
Dept. of Environmental Quality

BY:

[Signature]

R. Bruce Hammatt
Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED before me this

23rd

day of

January

2004, in Baton Rouge, Louisiana.

[Signature]
NOTARY PUBLIC

APPROVED:

[Signature]
R. Bruce Hammatt, Assistant Secretary
Office of Environmental Compliance

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

AMTEK, INC.
ENFORCEMENT TRACKING NO.
WE-P-93-0296

PROCEEDINGS UNDER THE LOUISIANA
ENVIRONMENTAL QUALITY ACT
La. R.S. 30:2001, et seq.

*
*
*
*
*
*
*
*
*
*

DOCKET NO. AHD-WP-94005
DIVISION "C"

This Settlement Agreement has been reviewed, and is
concurrent in, by the Attorney General, under the provisions of
La. R.S. 30:2050.7.

RICHARD P. IEYOUB
ATTORNEY GENERAL

DATED: 1-7-04

BY: 

ASSISTANT ATTORNEY GENERAL